Southern Star Central Gas Pipeline, Inc. (Southern Star) is pleased to announce the commencement of a Binding Open Season for additional firm transportation capacity originating in western Oklahoma. The Straight Blackwell Expansion will involve expanding the capacity of Southern Star’s system beginning in Texas County, Oklahoma along the Straight Blackwell Line (Line Segment 315) extending east to its Blackwell Compressor Station, located in Kay County, Oklahoma. This proposed expansion will serve the growing western Oklahoma production corridor including the Granite Wash, Cleveland/Tonkawa, and Mississippi Lime areas with access to markets in Oklahoma, Kansas, and Missouri as well as access to other intrastate and interstate pipelines.
The Primary Receipt Points will be any new or existing points located along Line Segment 315, highlighted on the map above. The Primary Delivery Points include production area delivery points on Line Segment 315, the Production-Market Interface (“PMI”) or potential new interconnects with off-system pipelines on Line Segment 315 such as NGPL, CIG, ANR, PEPL, NNG, or Enogex.

Length of Open Season

The Open Season commences at 8:00 AM, Central Clock Time (CCT), November 19, 2012 and concludes at 5:00 PM, Central Clock Time (CCT) December 7, 2012. To submit a binding bid during this Open Season, parties should complete and execute the attached Precedent Agreement and return it to Southern Star no later than 5:00 PM, Central Clock Time (CCT) December 7, 2012. Precedent Agreements executed by bidders in response to this Open Season shall be binding upon execution by Southern Star. Interested parties should submit the attached binding Precedent Agreement by email (Jim.M.Neukam@sscgp.com) or fax it to (270) 852-5015. Southern Star may in its sole discretion extend the length of the Open Season by posting notice of such extension on its Informational Postings website.

Additionally, to the extent a party has not already established a sufficient level of credit with Southern Star for its binding bid, sufficient credit must be established as set forth in Section 8.5 of the General Terms and Conditions (“GT&C”) of Southern Star’s FERC Gas Tariff (“Tariff”).

Project Description

Southern Star is considering expanding the capacity of the Southern Star system beginning in Texas County, Oklahoma on the Straight Blackwell Line (Line Segment 315) extending east to its Blackwell Compressor Station, located in Kay County, Oklahoma to meet incremental demand from potential or existing shippers. The expected incremental capacity of the expansion is 110,000 Dth/d to the PMI, plus 115,000 Dth/d to other points on Line Segment 315. Southern Star will verify the maximum capacity of this proposed expansion after evaluating the response to this Open Season. The binding bid(s) received during this Open Season will assist Southern Star in determining whether to pursue the proposed expansion and in defining the final parameters of such expansion. If it decides to pursue the expansion after evaluating the binding bids, Southern Star will, subject to receipt of any necessary and acceptable FERC approval, install the necessary facilities to serve all or a portion of the requested capacity. While some phasing of the project may be possible, Southern Star anticipates service to begin October 1, 2013 for any initial phase up to the expected amount of expansion capacity.

Depending upon the open season response and the desired receipt and delivery points, the size, scope and timing of the project could change.

Anchor Shipper

Parties may submit binding bids for capacity as either standard shippers or Anchor Shippers. Southern Star has received a signed Precedent Agreement from an Anchor Shipper.

Anchor Shipper Qualifications:

- Any shipper requesting at least 120,000 Dth/d CD with a minimum term of 10 years at the recourse rate or an acceptable negotiated rate.
Anchor Shipper Benefits:

- Anchor Shippers will receive priority with regard to allocation of the project capacity (if necessary, as described below) and may be provided preference with regard to negotiated rates under the project.

- An Anchor Shipper may also be entitled to a one-time option to extend the primary term of its agreement for an additional 5 years.

**Submission of Binding Bids**

To respond to this Open Season, shippers should submit a binding Precedent Agreement, a pro forma copy of which is attached as Attachment A to this Notice. The binding bid should contain the desired contract term (10 year minimum required), in-service date, the maximum daily transportation quantity ("MDTQ"), desired Primary Receipt and Delivery Points, and any conditions. The Primary Receipt Point(s) will be limited to any new or existing points located along line Segment 315, highlighted on the map above. The Primary Delivery Point(s) must be the PMI or other Delivery Point(s) on Line Segment 315. Shippers would request firm capacity in Southern Star’s Production Area ("FTS-P") with this expansion.

Shippers may select either a cost-of-service based recourse rate or a negotiated rate for firm transportation service on the expansion project. If a recourse rate is selected, shippers will pay the maximum Tariff FTS-P reservation and commodity rates, Production Area fuel, ACA and any other FERC-authorized surcharges, for services on the expansion project. The current FTS-P reservation rate is $0.1905 Dth/d. If Southern Star decides to pursue the expansion after securing commitments from creditworthy shippers pursuant to a Binding Open Season, any required applications will be filed with FERC in a timely manner and Southern Star will pursue rolled-in rate treatment with the recourse transportation rate equal to the maximum FTS-P reservation and commodity rates and the fuel rate equal to the Production Area fuel rate, both of which will be subject to FERC approval.

If a negotiated rate is selected, Shipper’s negotiated rate will be elected on the Service Request Form (attached as Exhibit I to the binding Precedent Agreement) and, if Shipper’s bid is accepted, will be reflected in a Negotiated Rate Agreement, (a pro forma of which is attached as Exhibit III to the binding Precedent Agreement). If a negotiated rate is selected, shippers will pay the negotiated reservation rate, the Production Area commodity rates, Production Area fuel, ACA and any other FERC-authorized surcharges.

Southern Star anticipates the cost of service recourse reservation rate will be approximately $0.1905 Dth/d; therefore, Southern Star reserves the right to reject any bids for transportation service at a reservation rate less than $0.1905 Dth/d (current max FTS-P reservation rate).

Southern Star will deem all bids submitted for a term of ten (10) years or more to be "conforming bids". Bids incorporating less than the 10-year term will be deemed "non-conforming bids". Southern Star reserves the right to reject bids that contain rates that do not meet its financial objectives. Southern Star reserves the right to reject any non-conforming bids, but may conduct negotiations for binding commitments with bidders that have submitted non-conforming bids or bids that do not meet its financial project objectives, if the bid is acceptable as a starting point for negotiations at Southern Star’s sole discretion. This process will be conducted in a non-discriminatory manner.
Non-binding Bids

Parties may submit non-binding bids during the Open Season by completing the Service Request Form, which is included in this Open Season Notice, by the close of the Open Season on Friday, December 7, 2012. Southern Star may conduct negotiations for binding commitments with bidders that have submitted non-binding bids, if the bid is acceptable as a starting point for negotiations at Southern Star’s sole discretion. This process will be conducted in a non-discriminatory manner.

Existing Firm Capacity Holders – Reverse Open Season / Request for Offers to Permanently Release

Current Southern Star FTS-P Shippers who have capacity with an expiration date beyond October 1, 2013 on Southern Star’s pipeline system in the applicable area identified above along Line Segment 315 may notify Southern Star if they have an interest in permanently releasing capacity on this line segment in a binding notification prior to the expiration of this Open Season. Those that wish to permanently release their capacity should notify Southern Star using the form set forth in Attachment B to this Notice. The binding notification should contain the FTS-P transportation agreement number, the volume, the receipt and delivery points and any other conditions that would be necessary to effectuate a permanent release of the capacity to allow Southern Star to determine the need for, and feasibility of, any proposed expansion. Southern Star is not obligated to accept any such binding offer to release capacity.

Any existing FTS-P Shipper submitting a binding notification offering to permanently release its capacity is making a binding offer to release that will, if accepted by Southern Star either in whole or in part, obligate the FTS-P Shipper to sign and submit a binding release agreement as provided. The effective date for the permanent release will be the actual date that transportation service under this expansion begins. If accepted, the released term will be the balance of the term of the releasing shipper’s existing agreement up to the term of the expansion shippers’ agreements. Acceptable offers to release capacity shall be subject to an exit fee as follows. A shipper who releases capacity (i.e., a turnback shipper) shall remain responsible for the difference between the expansion shipper’s rate and the reservation rate under the releasing shipper’s service agreement with Southern Star for the remaining term of the releasing shipper’s service agreement, but will not be responsible for any commodity charges, ACA, fuel, or any other authorized usage surcharges associated with the released capacity, nor shall the releasing shipper be entitled to any credits associated with such capacity. Should Southern Star determine to phase the project, Southern Star also reserves the right to receive the turnback capacity in stages as necessary to match the effective date(s) of the expansion capacity agreements executed as a result of the Open Season.

Binding Bids and Awarding of Capacity

All bidders recognize that their bids are binding as provided in the Precedent Agreement, a pro forma copy of which is attached as Attachment A to this Notice. If the total capacity requested under binding Precedent Agreements exceeds the capacity available under the planned scope of the project on all or any part of the project, Southern Star may revise the project scope, ask potential shippers – starting with the shipper(s) with largest quantity requested – to voluntarily reduce or adjust their requested capacity, or allocate the available capacity among the binding bids. Such capacity would be allocated first to Anchor Shippers, with any remaining capacity allocated among other bidders. Southern Star will award capacity among bidders in the same class, including among Anchor Shippers, based upon a bid's
net present value using a discount rate equal to the FERC interest rate applicable to pipeline refunds pursuant to 18 CFR Section 154.501. Southern Star encourages bidders to submit bids with the cost-of-service based recourse rate and the longest term possible to secure a high priority in the bid evaluation process. If there is a tie among bids in the net present value determination, capacity will be pro-rated among the tying bids. If a bidder is unwilling to accept a partial award, then it must so indicate as part of its binding bid.

**Decision on Additional Firm Transportation Capacity and Proposed Expansion**

Southern Star specifically reserves the right to decline to pursue any expansion project regardless of the terms of the binding bids it receives. Southern Star will evaluate all binding bids received in response to this Open Season to determine whether demand economically justifies any proposed expansion. Southern Star will notify bidding shippers as soon as possible regarding any decision made with respect to the additional firm transportation capacity and proposed expansion.

If Southern Star decides to pursue the expansion after securing commitments from creditworthy shippers, Southern Star will, subject to receipt of acceptable FERC approval, install the necessary facilities to provide the authorized FTS-P transportation services. Southern Star anticipates service to begin October 1, 2013.

**Contacts**

Southern Star appreciates your interest in the Straight Blackwell Expansion Project. Please feel free to call any of the contacts provided below if you have any questions or would like to further discuss this Open Season.

- Philip Rullman, VP & Chief Commercial Services Officer (270) 852-4440
- Jim Neukam, Director, Business Development & Strategic Planning (270) 852-4665
- Pat Coomes, Manager, Business Development & Strategic Planning (270) 852-4552
- Debbie Hendrix, Manager, Customer Services (270) 852-4571
- Robbie Clark, Business Development Representative (270) 852-4577
- Dale Sanders, Business Development Representative (270) 852-4666
PRECEDENT AGREEMENT

Please return this Precedent Agreement by 5:00 p.m. CCT on December 7, 2012

This PRECEDENT AGREEMENT, dated as of this ____ day of ______________, 2012, is by and between Southern Star Central Gas Pipeline, Inc., a Delaware corporation, hereinafter referred to as “Southern Star,” and ________________, hereinafter referred to as “Shipper.”

WHEREAS, Shipper desires to transport gas on line segment 315; and

WHEREAS, Southern Star desires to provide service to Shipper via expansion of its pipeline system pursuant to the terms and conditions of this Precedent Agreement, of a related Firm Transportation Agreement ("FTS Agreement"), of its FERC Gas Tariff and of its FTS Rate Schedule on file with the Federal Energy Regulatory Commission ("FERC"); and

WHEREAS, Southern Star’s ability to furnish the transportation capacity desired by Shipper is based upon the completion of an Open Season for the “Straight Blackwell Expansion Project” in which Shipper is a bidder and Southern Star has received sufficient interest in additional firm transportation capacity to economically justify the installation of the necessary facilities, and upon Southern Star receiving any necessary regulatory authorization to expand its pipeline system and construct and operate the necessary facilities (including the installation by Southern Star of a new, or modification of an existing, delivery point meter facility capable of delivering gas up to the MDTQ for which Shipper subscribes) to provide the services requested by Shipper herein, under terms and conditions satisfactory to Southern Star; and

WHEREAS, prior to filing any certificate applications with FERC needed to begin the development and construction of facilities required for firm transportation capacity, Southern Star requires a firm and binding Precedent Agreement from Shipper; and

WHEREAS, Southern Star and Shipper have agreed upon the firm transportation of natural gas as more fully described in this Precedent Agreement and in the transportation Service Request Form attached as “Exhibit I”, subject to the fulfillment of the conditions set forth therein and in this Precedent Agreement; and

WHEREAS, Shipper is willing at this time to commit to purchase firm transportation services on terms and conditions set forth in this Precedent Agreement, in the FTS Agreement to be executed subsequently as provided below, in Southern Star’s FERC Gas Tariff and in Southern Star’s Rate Schedule FTS;

NOW THEREFORE, in consideration of the mutual covenants herein contained and intending to be legally bound under this Precedent Agreement, Southern Star and Shipper hereby agree as follows:

1. Open Season, Certificate Application, Acquisition of Other Rights.

   (a) Southern Star has completed, prior to its execution of this Precedent Agreement a binding Open Season for capacity on its pipeline system and to Delivery Points
on Line Segment 315 (“Straight Blackwell Expansion Project”). This Precedent Agreement shall be considered Shipper’s bid for capacity for the Straight Blackwell Expansion Project Open Season.

(b) Southern Star will file any required applications with the FERC for the necessary facilities subject to the Conditions Precedent in Section 2 below. Southern Star shall proceed with any such filings in a timely manner and shall proceed with reasonable diligence to obtain governmental and other regulatory authorizations, contract rights, and property rights as may be required for the construction and operation of any facilities required to provide firm transportation service to Delivery Points on Line Segment 315 as contemplated herein; provided that Southern Star reserves the right to file and prosecute applications for such authorizations, any supplements or amendments thereto, and, if necessary, any court review, in such manner as to accomplish the objectives of this Precedent Agreement. As set forth in Section 2, all necessary regulatory approvals must be received in a form deemed acceptable to Southern Star.

(c) Shipper agrees to support and cooperate actively with Southern Star to obtain all authorizations necessary for Southern Star to render the transportation services contemplated herein.

2. Conditions Precedent. Performance by Southern Star and Shipper of the duties and obligations assumed by each in this Precedent Agreement is expressly subject to the following conditions precedent:

(a) Receipt by Southern Star of sufficient market response during the Binding Open Season to move forward with the project as economic, in its sole discretion.

(b) Shipper being a successful bidder in Southern Star’s Open Season for the transportation capacity as defined in this Precedent Agreement.

(c) Shipper meeting and maintaining Southern Star’s Creditworthiness Conditions as set forth in Section 8.5 of the General Terms and Conditions in Southern Star’s FERC Gas Tariff.

(d) The receipt of Southern Star’s Board of Directors’ approval for this project.

(e) The issuance, in form and substance satisfactory to Southern Star, in its sole discretion, of all necessary certificates and other authorizations from FERC;

(f) The issuance, in form and substance satisfactory to Southern Star, in its sole discretion, and acceptance of such other certificates, exemptions, permits, or other authorizations as may be materially necessary for the performance of the transactions herein contemplated or for any other transactions necessary for the performance of those herein contemplated.
3. Early Termination. Southern Star shall have the right to terminate this Precedent Agreement by giving thirty (30) days written notice to the Shipper within thirty (30) days of the failure of any of the conditions precedent set forth in Section 2 of this Precedent Agreement.

4. FTS Services and Rates. Within fifteen (15) days after fulfillment of the conditions precedent set forth in Paragraph 2, and as provided herein, Southern Star and Shipper will duly enter into an FTS-P Agreement substantially in the form of the pro forma FTS-P Agreement in Southern Star’s FERC Gas Tariff, a current copy of which is attached hereto as Exhibit II and if applicable, a Negotiated Rate Agreement substantially in the form of Exhibit III attached hereto. The agreements shall have the following terms:

(a) Capacity - As set forth in “Exhibit I” attached hereto and made a part hereof.

(b) Receipt and Delivery Points – As set forth in “Exhibit I” attached hereto and made a part hereof.

(c) Rate - As set forth in “Exhibit I” attached hereto and made a part hereof.

(d) Term & In-service – As per “Exhibit I” attached hereto and made a part hereof, or the date the Facilities are completed and ready for service.

(e) Fuel Charges – Shipper will pay fuel and loss charges as outlined in Southern Star’s FERC Gas Tariff as such charges shall change from time to time.

(f) Authorized Overrun Service – Authorized overrun service will be provided per the terms, conditions and rates set forth in Southern Star’s FERC Gas Tariff and Rate Schedule FTS. The authorized overrun rate will be Southern Star’s Maximum FERC Gas Tariff Rate as such rate shall change from time to time.

5. Construction.

(a) Upon (1) execution of the FTS-P Agreement as set forth in Paragraph 4 of this Precedent Agreement; (2) the performance of all conditions precedent as set forth in Paragraph 2 including Southern Star’s creditworthiness standards being met, and (3) the satisfaction of any other conditions in Southern Star’s FERC Gas Tariff, Southern Star shall proceed with reasonable diligence with the construction of authorized facilities using a target date for the commencement of transportation services for Shipper on or about October 1, 2013.

(b) If, after proceeding with reasonable diligence to obtain materials and to construct the necessary facilities, Southern Star is unable to complete such construction and place such facilities in operation by the aforementioned date, Southern Star shall continue to proceed with reasonable diligence to complete
such construction, place such facilities in operation, and commence firm transportation services for Shipper at the earliest practicable date thereafter. Southern Star shall not be liable, nor shall this Precedent Agreement or the FTS-P Agreement be subject to cancellation, if, despite its exercise of reasonable diligence, Southern Star is unable to complete the construction of such facilities and commence the transportation services contemplated hereunder by October 1, 2013, provided, however, Shipper will not be liable for any payment due under the FTS-P Agreement, nor will the FTS-P Agreement commence, until the facilities are available for service.

6. Subject to Valid Laws, Order, Etc.

   (a) This Precedent Agreement is subject to any and all valid laws, orders, rules, and regulations of governmental authorities having jurisdiction and to any and all other approvals. This Precedent Agreement is further subject to modifications, including terminations, as FERC may require; provided, however, that the FTS-P Agreements are not subject to any regulatory decision affecting payments due. If any authority denies recovery or pass-through of Shipper’s obligations under the FTS-P Agreements or rules adversely to Shipper, Shipper’s obligations to make all payments to Southern Star will nevertheless remain unaltered and in full force.

   (b) The FTS-P Agreement is expressly subject to all tariff filings made by Southern Star and approval by the appropriate regulatory authorities.

7. Amendment. Any modification of or amendment to this Precedent Agreement must be in writing and signed by both parties.

8. Assignment. Shipper shall not assign this Precedent Agreement or any of its rights hereunder unless it first shall have obtained the consent thereto in writing of Southern Star; such consent shall not be unreasonably withheld. This Precedent Agreement shall be binding upon and inure to the benefit of the successors and permitted assigns to the parties.

9. Recitals. The recitals and representations appearing first above are hereby incorporated in and made a part of this Precedent Agreement.

10. Governing Law. The interpretation and performance of this Precedent Agreement shall be in accordance with the laws of the state of Oklahoma without regard to its conflicts of law principles.

11. FERC Gas Tariff. This Precedent Agreement will be subject to Southern Star’s FERC Gas Tariff; as such tariff may change from time to time.

12. Notices. Except as herein otherwise provided, any notice, request, or demand provided for in this Precedent Agreement, or any notice that either Party may desire to give to the other, shall be in writing and shall be considered as duly delivered when mailed by
registered or certified mail to the address below and when transmitted via fax if the Party providing notice confirms receipt of such fax via telephone.

Southern Star: Southern Star Central Gas Pipeline, Inc.

4700 Highway 56
Owensboro, Kentucky 42301
Fax: (270) 852-5015
Telephone: (270) 852-4440

Attention: Chief Commercial Services Officer

Shipper: _____________________________________

Street: _____________________________________
_____________________________________
Fax: _________________________________
Telephone: _________________________
Attention: __________________________

Either party may change the address for notice by providing formal written notice to the other Party.

13. Entire Agreement - This Precedent Agreement contains the entire agreement between the parties and, except as stated herein; there are no oral promises, agreements, or warranties affecting it.

14. Headings - The headings contained in this Precedent Agreement are for reference purposes only and shall not affect the meaning of interpretation of this Precedent Agreement.

15. Termination - Unless terminated sooner by Southern Star as provided herein, this Precedent Agreement shall terminate upon the commencement of the transportation services contemplated hereunder. If this Precedent Agreement is terminated for any reason or by any means other than Southern Star’s election to terminate due to failure of conditions precedent prior to the effective date of the Transportation Agreement, Shipper shall be responsible for its pro-rata share of Southern Star’s project costs

16. Enforcement - The failure of either party to give notice of default or to enforce any terms or conditions of this Precedent Agreement shall not constitute the permanent waiver of any term or condition of this Precedent Agreement.

17. Force Majeure – In the event of either party hereto being rendered unable, wholly or in part, by Force Majeure to carry out its obligations under this Precedent Agreement, the obligations (other than to pay money) of such party, so far as they are affected by such Force Majeure, shall be suspended during the continuance of any inability so caused,
but for no longer period, and such cause shall be remedied with all reasonable dispatch. It is agreed that such party shall give notice and full particulars of such Force Majeure in writing or by fax to the other party as soon as reasonably possible after the occurrence of the cause relied on.

The term “Force Majeure” as employed herein shall mean acts of God, strikes, lockouts or other industrial disturbances, acts of the public enemy, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, arrests and restraints of government and people, civil disturbances, explosions, breakage or accidents to wells, machinery or lines of pipe, the necessity for making repairs or alterations to wells, equipment or lines of pipe, freezing of wells or lines of pipe, or any other causes, whether of the kind herein enumerated or otherwise, not within the control of the party claiming suspension and which by the exercise of reasonable diligence, such party is unable to prevent or overcome. It is understood and agreed that the settlement of strikes or lockouts shall be entirely within the discretion of the party experiencing the strike or lockout.

IN WITNESS WHEREOF, the Parties hereto have caused this Precedent Agreement to be executed by their proper officers thereunto duly authorized as of the day and year first above written.

SOUTHERN STAR CENTRAL GAS PIPELINE, INC.

By: ______________________________

Its: ______________________________

SHIPPER: __________________________

By: ______________________________

Its: ______________________________
SERVICE REQUEST FORM
Please return this Agreement by 5:00 p.m. CCT on December 7, 2012

A. Shipper Information
Complete legal name of Shipper: _______________________________
Address of Shipper:  

B. Requested Maximum Daily Transportation Quantity (MDTQ) (Dth/d): __________

C. Requested Term (years): _________________ (from actual in-service date – 10 yr. Min.)
Proposed in-service date is October 1, 2013 or __________________________

D. Rate: Option Selection:
(i) Recourse Rate Option- YES______ NO_______
    Southern Star’s Maximum Applicable FTS-P Rates for service on the expansion project.
(ii) Negotiated Rate Option- YES_______NO_______
    Negotiated Rate as reflected in “Exhibit III” hereto binding negotiated rate agreement executed by shipper.

E. Indicate requested Maximum Daily Quantities (MDQ) of Primary Receipt/Delivery Points

Primary Receipt Point(s) ¹

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<th>Receipt Point Name</th>
<th>Receipt Point Number</th>
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Total Receipt MDTQ³

Primary Delivery Point(s) ¹

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<th>Delivery Point Name</th>
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Total Delivery MDTQ³

New Receipt or Delivery Point(s): For any new point(s) to be constructed, please provide the legal description for such point(s).
1 Please refer to Southern Star’s Master Receipt Point List and Master Delivery Point List for point names and numbers.

2 Net of fuel per Southern Star’s FERC Gas Tariff. Point MDQ’s must equal the total MDTQ.

3 Total Receipt Point MDTQ must equal Total Delivery Point MDTQ as well as Production Area MDTQ requested on page 1 of Attachment A, Exhibit I.

F. Partial Award of Capacity:

Please indicate whether Shipper is willing to accept a partial award of capacity in the event there is a tie and 100% of your bid cannot be awarded.

Yes ______  No ______

If Yes, please state the minimum percentage acceptable: ______

Shipper understands that this request form, complete and unrevised as to format, must be received by Southern Star before the transportation request will be accepted and processed.

Shipper, by its signature, represents to Southern Star that the information above is correct and accurate

_____________________________________
Signature

_____________________________________
Name and Title

Telephone No. _______________________

Fax No. _______________________

E-Mail Address _______________________
FORM OF TRANSPORTATION SERVICE AGREEMENT
UNDER RATE SCHEDULE FTS

THIS AGREEMENT is made and entered into this _________ day of ___________, ______ by and between SOUTHERN STAR CENTRAL GAS PIPELINE, INC., a Delaware corporation, having its principal office in Owensboro, Kentucky, hereinafter referred to as "Southern Star," and __________________________________________, a __________________________, having its principal office in ______________________, hereinafter referred to as "Shipper."

IN CONSIDERATION of the premises and of the mutual covenants and agreements herein contained, Southern Star and Shipper agree as follows:

SECTION I
QUANTITY TO BE TRANSPORTED

1.1 Subject to the provisions of this Agreement and of Southern Star's Rate Schedule FTS, Southern Star agrees to receive such quantities of natural gas as Shipper may cause to be tendered to Southern Star at the Primary Receipt Point(s) designated on Exhibit(s) A which are selected from Southern Star's Master Receipt Point List(s), as revised from time to time, for transportation on a firm basis; provided, however, that in no event shall Southern Star be obligated to receive on any day in excess of the Maximum Daily Quantity (MDQ) for each Primary Receipt Point or of the Maximum Daily Transportation Quantity (MDTQ) for Primary Receipt Points within any area, all as set forth on Exhibit(s) A.

1.2 Southern Star agrees to deliver and Shipper agrees to accept (or cause to be accepted) at the Primary Delivery Point(s) taken from the Master Delivery Point List(s) and designated on Exhibit(s) B a quantity of natural gas thermally equivalent to the quantity received by Southern Star for transportation hereunder less appropriate reductions for fuel and loss as provided in Southern Star's Rate Schedule FTS; provided, however, that Southern Star shall not be obligated to deliver on any day in excess of the MDQ for each Primary Delivery Point or of the MDTQ for all Primary Delivery Points within any area, all as set forth on Exhibit(s) B.

SECTION II
DELIVERY POINT(S) AND DELIVERY PRESSURE

2.1 Natural gas to be delivered hereunder by Southern Star to or on behalf of Shipper shall be delivered at the outlet side of the measuring station(s) at or near the Delivery Point(s) designated on Exhibit(s) B at Southern Star's line pressure existing at such Delivery Point(s).
SECTION III
RATE, RATE SCHEDULE AND GENERAL TERMS AND CONDITIONS

3.1 Shipper shall pay Southern Star each month for all service rendered hereunder the then effective, applicable rates and charges under Southern Star’s Rate Schedule FTS, as such rates and charges and Rate Schedule FTS may hereafter be modified, supplemented, superseded or replaced generally or as to the service hereunder. Shipper agrees that Southern Star shall have the unilateral right from time to time to file with the appropriate regulatory authority and make effective changes in (a) the rates and charges applicable to service hereunder, (b) the rate schedule(s) pursuant to which service hereunder is rendered, or (c) any provision of the General Terms and Conditions incorporated by reference in such rate schedule(s); provided, however, Shipper shall have the right to protest any such changes.

3.2 This Agreement in all respects is subject to the provisions of Rate Schedule FTS, or superseding rate schedule(s), and applicable provisions of the General Terms and Conditions included by reference in said Rate Schedule FTS, all of which are by reference made a part hereof.

SECTION IV
TERM

4.1 This Agreement shall become effective _________________ and shall continue in full force and effect until ________________.

4.2 This Agreement may be suspended or terminated by Southern Star in the event Shipper fails to pay all of the amount of any bill rendered by Southern Star hereunder when that amount is due; provided, however, Southern Star shall give Shipper and the FERC thirty (30) days notice prior to any suspension termination of service. Service may continue hereunder if within the thirty day notice period satisfactory assurance of payment is made by Shipper in accord with Section 18 of the General Terms and Conditions. Suspension or termination of this Agreement shall not excuse Shipper’s obligation to pay all demand and other charges for the original term of the Agreement.

SECTION V
NOTICES

5.1 Unless otherwise agreed to in writing by the parties, any notice, request, demand, statement or bill respecting this Agreement shall be in writing and shall be deemed given when communicated pursuant to Section 23 of the General Terms and Conditions or when placed in the regular mail or certified mail, postage prepaid and addressed to the other party, or sent by overnight delivery service, via email or by fax, at the following addresses, email addresses or fax numbers, respectively:

To Shipper: ______________________________________
____________________________________
____________________________________
____________________________________
____________________________________
To Southern Star: ______________________________________
______________________________________
______________________________________
______________________________________
______________________________________
______________________________________
The address(es) of either party may, from time to time, be changed by a party communicating appropriate notice thereof to the other or, in the case of Southern Star, by posting notice of such address change(s) on CSI.

SECTION VI
MISCELLANEOUS

6.1 As of the date of execution of Exhibits A and B attached to this Agreement, such executed exhibits shall be incorporated by reference as part of this Agreement. The parties may amend Exhibits A and B by mutual agreement, which amendment shall be reflected in revised Exhibit(s) A and B and shall be incorporated by reference as part of this Agreement.

6.2 Any Service Agreement under Rate Schedule FTS may cover transportation in the Production Area and/or the Market Area. If one service agreement covers both Production and Market Areas, Exhibits A and B for each area shall be attached to the service agreement.

6.3 OTHER THAN AS MAY BE SET FORTH HEREIN, SOUTHERN STAR MAKES NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

Southern Star Central Gas Pipeline, Inc.

By_______________________________
Title_____________________________

(Shipper)_________________________

By_______________________________
Title_____________________________
Exhibit A

FORM OF TRANSPORTATION SERVICE AGREEMENT
UNDER RATE SCHEDULE FTS

LOCATION EXHIBITS TO
FIRM CONTRACT ______
DATED _______________
BETWEEN SOUTHERN STAR CENTRAL GAS PIPELINE, INC.
AND ________________

EFFECTIVE DATE OF THIS EXHIBIT A: _______________

_____________________Primary Receipt Location(s) *

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<tr>
<th>Location</th>
<th>Location ID</th>
<th>Line Segment</th>
<th>Rate Area</th>
<th>Sec-Twn-Rng</th>
<th>County</th>
<th>State</th>
<th>MDQ(DTH)</th>
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Total: _______

(Shipper) __________________________ SOUTHERN STAR CENTRAL GAS PIPELINE, INC.

By _______________________________ By _______________________________

Signature: _________________________ Signature: _________________________

Title: _____________________________ Title: _______________________________

Date: _____________________________ Date: _______________________________

*The sum of the Primary Receipt Point MDQ’s must add to the MDTQ.
Exhibit B

FORM OF TRANSPORTATION SERVICE AGREEMENT
UNDER RATE SCHEDULE FTS

LOCATION EXHIBITS TO
FIRM CONTRACT ________
DATED _________________
BETWEEN SOUTHERN STAR CENTRAL GAS PIPELINE, INC.
AND ______________________________

EFFECTIVE DATE OF THIS EXHIBIT B: _________________

Primary Delivery Location(s) *

<table>
<thead>
<tr>
<th>Location</th>
<th>Location ID</th>
<th>Line Segment</th>
<th>Rate Area</th>
<th>Sec-Twn-Rng</th>
<th>County</th>
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Total: ____________________________

(Shipper) __________________________           SOUTHERN STAR CENTRAL GAS PIPELINE, INC.

By ________________________________ By __________________________________

Signature: _________________________ Signature: ___________________________

Title: _____________________________ Title: _______________________________

Date: _____________________________ Date: _______________________________

*The sum of the Primary Delivery Point MDQ’s must add up to the MDTQ.

MDP Detail by Meter:

<table>
<thead>
<tr>
<th>Location</th>
<th>Meter</th>
<th>MDP(PSIG)</th>
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Page 1 of 1
Exhibit III
Pro Forma Negotiated Rate Agreement

__________, 2012

Shipper
Shipper Address
Shipper City, State ZIP

Re: Negotiated Rate Letter Agreement for FTS-P Service

Dear Shipper:

Southern Star Central Gas Pipeline, Inc. (Southern Star) held an open season in connection with the Straight Blackwell Expansion Project. Shipper Company (Shipper) was a bidder in the Open Season and elected the negotiated rate option offered by Southern Star in the Open Season.

Southern Star and Shipper have agreed on negotiated firm transportation service rates for the time period listed below. This Negotiated Rate Letter Agreement shall be filed with the Federal Energy Regulatory Commission (“FERC”) and is subject to approval by the FERC.

Accordingly, Southern Star and Shipper agree as follows:

Contract No.: To be assigned, _________
Rate Schedule: FTS-P
Time Period: __ years beginning on October 1, 2013 or as soon as the facilities are constructed and ready for service.

Maximum Daily Transportation Quantity (MDTQ): ________Dth/d

Negotiated Daily Reservation Rate: ____________________________

Commodity Rate and Other Rate Components: Subject to the other provisions hereof, the maximum rates for all rate components under Southern Star’s current FTS-P Rate Schedule for service on the Straight Blackwell Expansion Project are applicable per Southern Star’s FERC Gas Tariff including surcharges and fuel reimbursement, as such rates may change from time to time.

Other Conditions: ____________________________

In the event of a conflict between this agreement and the Southern Star FERC Gas Tariff, the Tariff will control.
This Agreement shall be binding upon Southern Star’s and Shipper’s successors and assigns. If Shipper is agreeable to this negotiated rate, please sign and return this original Letter Agreement to Southern Star to indicate your acceptance of this negotiated rate.

Respectfully,

SOUTHERN STAR CENTRAL GAS PIPELINE, INC.

By: ________________________________

Name: Philip Rullman

Title: VP & Chief Commercial Services Officer

Date of Execution by Southern Star: _____________

AGREED TO AND ACCEPTED the _____day of ______, 2012

SHIPPER: ________________________________

By: ________________________________

Name: ________________________________

Title: ________________________________

Signature page to Negotiated Rate Agreement associated with FTS-P Agreement, Contract No. ________
## BINDER NOTIFICATION

**FTS SHIPPER’S OFFER TO PERMANENTLY RELEASE CAPACITY**

**A.** FTS Shipper Name: ________________________________

**B.** FTS-P Agreement Number: ________________________________

**C.** Production Area MDTQ Reduction (Dth/d): ____________

**D.** Indicate Reductions in Maximum Daily Quantities (MDQ) of Primary Receipt/Delivery Points below:

<table>
<thead>
<tr>
<th>Receipt Point Name</th>
<th>Receipt Point Number</th>
<th>MDQ Reduction</th>
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<tr>
<td><strong>Total Receipt Reductions MDTQ</strong></td>
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<table>
<thead>
<tr>
<th>Delivery Point Name</th>
<th>Delivery Point Number</th>
<th>MDQ Reductions</th>
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<tr>
<td><strong>Total Delivery Reductions MDTQ</strong></td>
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</tbody>
</table>

1 Please refer to Southern Star’s Master Receipt Point List and Master Delivery Point List for point names and numbers.

2 Net of fuel per Southern Star’s FERC Gas Tariff. Point MDQ’s must equal the total MDTQ.

3 Total Receipt Point MDTQ Reductions must equal Total Delivery Point MDTQ Reductions as well as area MDTQ Reductions requested on page 1 of Attachment B.

**E.** Other conditions: ______________________________________________

By: ______________________________________
Print Name: _______________________________
Title: _________________________________
Phone: __________________ Fax: __________
Email: _________________________________
Address: __________________________________

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